



State of Utah

DEPARTMENT OF COMMERCE
DIVISION OF CONSUMER PROTECTION

POSTSECONDARY PROPRIETARY SCHOOL REGISTRATION REVIEW

Application fee: $\frac{1}{2}$ of 1% of the gross tuition income of registered programs during the previous year, except that the fee may not be less than \$100 or more than \$2,000. (Non-refundable)

Applicant's Name

(This is the name of institution that is registering.)

Date of Application

OFFICE USE ONLY

Date Permit Issued: _____

Date Review Issued: _____

Permit Number: _____

Permit Approved: _____

Review Approved: _____

Exempt: _____

Denied: _____

Permit Expiration: _____

Review Expiration: _____

Amount of Bond: _____

Exempt Bond: _____

Amount of Fee: _____

If you have any questions, please contact the Division at (801) 530-6601.

Please return the completed application form to:

Department of Commerce
Division of Consumer Protection
160 East 300 South, Second Floor
SM Box 146704
Salt Lake City, Utah 84114-6704

1. Applicant's Name: _____
2. Applicant's address:
- A. Street Address: _____
- Street
- City State Zip Code
- Telephone Number: _____ Facsimile Number: _____
- B. Mailing Address: _____
- Street
- City State Zip Code
- Telephone Number: _____ Facsimile Number: _____
3. Contact Person: _____ Telephone Number: _____
4. Please provide the following dates:
- A. Commencement date of Applicant's operation:
- Month Year
- B. Commencement and ending dates for Applicant's program(s) during current school year:
- _____
5. Please provide the following information for the 12 month period immediately preceding the date of this application:
- A. Total number of students enrolled with school: _____
- B. Total number of students who completed and received a credential: _____
- C. Total number of students who terminated or withdrew: _____
- D. Total number of administrators, faculty, supporting staff and agents : _____
6. Registration fees:
- A. Total tuition and fee income received by the Applicant during the 12 month period of September 1 through August 31 immediately preceding the date of this application (not including books and supplies purchased by students) \$ _____
- B. Total amount refunded to students during the same period \$ _____
- C. Gross tuition and fee income less refunds \$ _____
[paragraph (A) less paragraph (B)]
- D. Amount of registration fee [Fee is equal to ½ of 1% of paragraph (C), rounded to nearest \$100 with a minimum fee of \$100 and a maximum fee of \$2,000.] \$ _____

7. Surety requirement.

A. Please mark the appropriate box indicating the type of surety you are providing to comply with U.C.A. § 13-34-107:

☐ Surety Bond ☐ Irrevocable Letter of Credit ☐ Certificate of Deposit

B. Please attach to the application the required performance bond, irrevocable letter of credit or certificate of deposit from a Utah depository payable to the **DIVISION OF CONSUMER PROTECTION/STATE OF UTAH**. (A sample form for a bond is attached as Exhibit 1.)

C. Amount of surety: (25% of gross tuition, rounded to the nearest \$1,000.00 with a minimum amount of \$12,500.00 and a maximum amount of \$187,500.00) \$ _____

D. If a surety bond is being submitted, please indicate the following:

Date of bond: _____ Bond expiration date: _____

Name of Surety Company: _____

Physical address of Surety Company: _____

Telephone and facsimile number of Surety Company: _____

Registered on Treasury list: ☐ Yes ☐ No

E. If an irrevocable letter of credit or certificate of deposit is being submitted, please indicate the following:

Date of letter of credit: _____ Letter of credit expiration date: _____

Date of certificate of deposit: _____ Certificate of deposit expiration date: _____

Name of Utah Bank: _____

Address of Utah Bank: _____

Telephone and facsimile number of Utah Bank: _____

8. Exemption for surety requirement is requested: ☐ Yes ☐ No

If yes, indicate the reason that this exemption is requested and provide copies that support your request.

A. _____ The total cost per program is \$500 or less. The total cost per program is: \$ _____ .
or

B. _____ The length of each program is less than one month. The length of each program is: _____ .

9. The undersigned states that the information contained in the previous registration application has not become materially incorrect or incomplete and that Applicant understands that should such information become incorrect or incomplete prior to the filing of a renewal registration application, the Applicant will correct or file the complete information within thirty (30) days after the information becomes incorrect or incomplete.

10. Indicate if the catalog, information bulletin or supplements are new: ☐ Yes ☐ No

If yes, please provide a copy of any new catalog, information bulletin or supplements with this application.

11. Provide the following information for Applicant's Registered Agent:

Name

Street Address

City

State

Zip Code

Telephone Number

Facsimile Number

12. If one of the goals of your program is to have your students satisfy the education requirements for licensure by the Division of Occupational and Professional Licensing (DOPL) or other licensing agency, has anything changed in your curriculum or faculty that would make your program unacceptable to the licensing agency? ☐ Yes ☐ No.

If "yes", please explain:

The undersigned has executed the foregoing document and, under penalties of perjury, certifies that the information provided herein is true and correct.

DATED: _____

APPLICANT:

BY _____
ITS

Exhibit 1

**UTAH POSTSECONDARY PROPRIETARY SCHOOL ACT
SURETY BOND**

We, _____, as Principal, and
_____,
a Corporation organized under the laws of the State of _____, and authorized to
transact business in the State of Utah as Surety, are held and firmly bound unto the Division of Consumer
Protection ("Division") in the sum of _____ dollars (\$_____), for the
payment of which said Principal and Surety bind themselves, their heirs, administrators, executors, successors, and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has applied for registration under Utah Code Title 13, Chapter 34, Utah
Postsecondary Proprietary School Act and Division Rules, said Act and Rules by reference made a part hereof,
which Act and Rules require a registered institution in the State of Utah to file a bond in a sum established by said
Rules of the Division.

NOW, THEREFORE, if, upon said registration, Principal faithfully complies with all of the provisions of state
laws and rules required of Principal under the Act or Division Rules and all such provisions as may be hereafter
imposed upon Principal by law or rule, and Principal refrains from injuring or damaging any person by reason of
any act in violation of the Act or the Rules promulgated thereunder, this obligation shall be null and void; otherwise
to remain in full force and effect.

Any failure by Principal to so comply with the Act and Rules or to so refrain from injuring or damaging any person
enrolled as a student with Principal shall impose upon the Principal and Surety joint and several liability to pay the full
amount of this bond to the Division. The Division shall use such funds to make appropriate refunds of tuition, book fees,
supply fees, equipment fees, and other instructional fees due to a student or potential student, enrollee, or his or her
parent or guardian. The Division shall repay to the Surety any funds remaining after such expenditures are made.

This obligation shall remain in full force and effect during the period beginning on the ____ day of
_____, 20__ and ending on the ____ day of _____, 20__, unless the bond is terminated as
provided herein or as otherwise provided by law. Surety may terminate its obligation hereunder by giving ninety
(90) days written notice to the Division, with reason for such termination, but said Surety so filing said notice shall
not be discharged from any liability already accrued under this bond or which shall accrue hereunder before the
expiration of said ninety (90) day period. Termination of this surety bond shall be grounds for revocation of the
Principal's Certificate of Registration.

It is understood and agreed that this bond may be renewed from year to year by continuation certificate
executed by the Surety, and that regardless of the number of years this bond remains in effect or the number of times
it is renewed, in no event shall the Surety be liable for an amount exceeding the sum set forth above.

SIGNED AND SEALED this _____ day of _____, 20__.

(Principal Company)

By: _____

(Authorized Company)

(Surety)

By: _____
(Authorized Agent)